

(Separate review report required for each contract)

Signature of Contractor
 Jeff Drury
 Printed Name
 334-215-3803
 Page:

CONTRACT Review Permanent Legislative Oversight Committee
Alabama State House
Montgomery, Alabama 36130

CONTRACT REVIEW REPORT
CONTINUATION PAGE

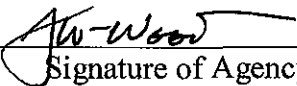
Name of State Agency: **ALABAMA DEPARTMENT OF YOUTH SERVICES**
SCHOOL DISTRICT.

Name of Contractor: **INFORMATION TRANSPORT SOLUTIONS, INC.**

Contract Number: **10210156**

Summary of Contract Services to be provided: Delivery of services to classrooms,
places of instructions, school and libraries. Support administrative functions of programs
part of the network of the network of share services for learning. The primary purpose of
the service is to support the classrooms. Support will be limited to services delivered to
the onsite educational facility or facilities. Basic maintenance contract.

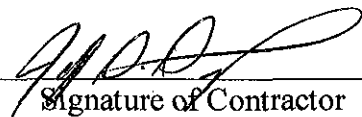
I certify that the above information is correct.



Signature of Agency Head

J. WATER WOOD, JR.

Printed Name



Signature of Contractor

JEFF DRURY

Printed Name

Agency Contact: T. Dudley Perry, Jr.

Phone: (334) 215-3803

**A PROFESSIONAL SERVICE CONTRACT
BETWEEN
ALABAMA DEPARTMENT OF YOUTH SERVICES
AND
INFORMATION TRANSPORT SOLUTIONS, INC.**

THIS AGREEMENT is made by and between the State of Alabama Department of Youth Services, (hereafter designated as the DYS), and Information Transport Solutions, Inc., 335 Jeanette Barrett Industrial Blvd., Alabama 36092 (hereafter designated as ITS). The primary purpose of the services must be delivery of services to the classrooms, places of instruction, schools and libraries that meet the statutory definition of an eligible institution. Support for administrative functions of the programs is permitted so long as the services are part of the network of shared services for learning. Support will be limited to services delivered to the onsite educational facility or facilities.

ITS shall provide the following services to the department:

1. Assist in the diagnosis and repair of network problems. Plan and implement a regular schedule of preventive maintenance for all network technologies.
2. Assist during the installation of new servers and networking equipment required to maintain or enhance network performance. Troubleshoot and determine the reason for a loss of physical connectivity.
3. Repair or replace damaged or defective dabling and connecting hardware.
4. Maintain backup configurations of each router, switch, hub or any other WAN/LAN device that has configurable settings. The

configuration settings shall be saved in either electronic format or by a written record.

5. Repair or replace defective units or modules within a chassis to restore equipment to an operational status. Provide preventative maintenance of the aerial and underground fiber cable plant. Provide non-catastrophic maintenance of the aerial and underground plant.
6. Provide timely repair of damaged facilities (temp or permanent repairs) within 48 hours.
7. Provide routine maintenance for wear and tear.

ITS Federal Identification number if 63-1200720.

The beginning date of this agreement is JULY 1, 2011 and the ending date is JUNE 30, 2012.

The total amount to be paid hereunder shall not exceed \$24,091.84.

It is understood that this agreement may be terminated by either party with sixty (60) days written notice.

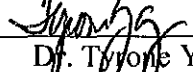
It is understood that ITS is not a state employee and is not entitled to the benefits of the State Merit System under this contract.

ITS acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and ITS shall not begin performing work under this contract until notified to do so by the contracting state department. ITS is entitled to no compensation for work performed prior to the effective date of this contract.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect of which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediator.

STATE OF ALABAMA
School District
Department of Youth Services

By: 
Dr. Tyrone Yarbrough

Title: School District Superintendent

Date: _____

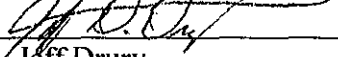
This contract has been reviewed for
Content, legal form, and complies with
all applicable laws, rules and regulations.

By: 
T. Dudley Perry, Jr., Esq.

Title: General Counsel

Date: _____

CONTRACTOR:

By: 
Jeff Drury

Title: CEO/CFO

Date: 6/18/2011

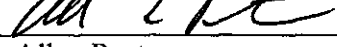
OFFICE OF THE GOVERNOR

By: 
Dr. Robert Bentley

Title: Governor, State of Alabama

Date: _____

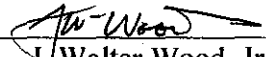
Contract is budgeted in the current
Operations Plan on EBO Form #8

By: 
Allen Peaton

Title: Fiscal Officer

Date: _____

STATE OF ALABAMA
Department of Youth Services

By: 
J. Walter Wood, Jr.

Title: Executive Director

Date: _____

Reviewed by Contract
Review Committee
Contract # C10210156

JUN 02 2011


Alabama Legislature
Gina Shaffer, Clerk

If this contract was not competitively **Bid**, why?

N/A

If this contract was not competitively **Bid** because the contractor is a sole source provider, please explain who made the sole source determination and on what basis:

N/A

If contract was awarded by **RFP**, what process was used, how many vendors were contacted, and how many proposals were received:

The DYS School District posted the applicant's Form 470 on the Universal Services Administrative Company (USAC) website opening the competitive bidding process for the services listed on the form and in the Request for Proposals (RFP) indicated on the form. The DYS RFP for Basic Maintenance was also posted on the DYS Website and at the DYS School District Central Office. The RFP was posted for 32 days. All interested vendors who sought additional information contacted Dr. Tracy Smitherman during the 32 day period or could have requested an on-site pre-proposal inspection meeting arranged through Dr. Smitherman or Mrs. Yolanda Kelley. Two prospective vendors contacted Dr. Smitherman, only one submitted a proposal. All bids were to be submitted by 11:00am on Jan. 28, 2009 at that time a bid opening conference was held and all bids were opened publicly.

If this contract was not awarded through either **Bid** or **RFP** process, why?

N/A

If this contract was not awarded through either **Bid** or **RFP** process, how was it awarded?

N/A

Did agency attempt to hire a **State Employee**? If so who from Personnel Department did you talk to?

N/A

How many additional contracts does contractor have with the State of Alabama and which agencies are they with?

N/A


Signature of Agency Head

J. Walter Wood Jr.
Printed Name



State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM	Information Transport Solutions, Inc.		
ADDRESS	335 Jeanette Barrett Industrial Blvd		
CITY, STATE, ZIP	Wetumpka, AL 36092	TELEPHONE NUMBER	(334) 567-1993
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD			
Alabama Department of Youth Services			
ADDRESS			
Legal Division, P. O. Box 66, 1000 Industrial School Rd, Suite 200			
CITY, STATE, ZIP	Mt. Meigs, Alabama 36057	TELEPHONE NUMBER	(334) 215-3803

This form is provided with:

☒ Contract
 ☐ Proposal
 ☐ Request for Proposal
 ☐ Invitation to Bid
 ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☒ Yes
 ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
SouthWest Ala Mental Hlth	Wide Area Network Connections	\$1,119,745.00
Alabama Super Computer	Wide Area Network Connections	\$1,034,162.00
Alabama Office of the Courts	Network Support	\$114,354.00

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes
 ☒ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
N/A		

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

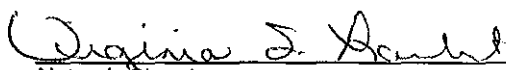
Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature  Date 1/18/2011

Notary's Signature  Date 1/18/2011 Date Notary Expires 9-7-2011

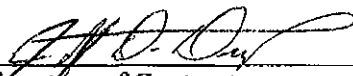
Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

Attachement:


State Department	Types of Service	Amount Received
Alabama Public Library	Web and Video Conferencing Units	\$62,198.00
Alabama Dept of Education	Tandberg Equipment and Install	\$61,802.00
Department of Mental Health	Tandberg and Smartnet Core Svc.	\$20,595.00

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.



Signature of Contractor



Witness